



Dkt. 50875-DA/JPW/AJD/AG

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Graham P. Allaway et al.  
U.S. Serial No.: 09/888,938 Examiner: Tim Brown  
Filed: June 25, 2001 Group Art Unit: 1648  
For: METHODS FOR PREVENTING HIV-1 INFECTION OF CD4+ CELLS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Progenics Pharmaceuticals, Inc. is the assignee of record of the entire right, title and interest in and to the subject application by virtue of an Assignment recorded at Reel No. 8570, Frames 0136-0140 of U.S. Serial No. 08/831,823, filed April 2, 1997 (now U.S. Patent 6,344,545, issued February 5, 2002), of which the subject application is a continuation. A copy of that Assignment is attached hereto as Exhibit 1. Progenics Pharmaceuticals, Inc. hereby disclaims, except as provided below, the terminal portion of the statutory term of any patent issued from the above-identified application which would extend beyond the expiration date of the full statutory term, as defined in 35 U.S.C. §154 to §156 and §173, of U.S. Patent No. 6,972,126, issued December 6, 2005 and hereby agrees that any patent issued from the subject application shall be enforceable only for and during such period that the legal title to such patent shall be the same as the legal title to U.S. Patent No. 6,972,126, this agreement to run with any patent issued from the subject application and to be binding upon the grantee, its successors and assigns. In making the above disclaimer, Progenics Pharmaceuticals, Inc. does not disclaim the terminal part of any patent issued from the subject application that would extend to the expiration date of the full statutory term, as defined in 35 U.S.C. §154 to §156 and §173, of U.S. Patent No. 6,972,126, in the event that U.S. Patent No. 6,972,126 later: expires for

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failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term.

I have reviewed the documents attached hereto and certify that, to the best of my knowledge and belief, Progenics Pharmaceuticals, Inc. has all right, title and interest in and to the subject application. I am authorized to sign on behalf of Progenics Pharmaceuticals, Inc.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 3/6/06

Progenics Pharmaceuticals, Inc.

By: Paul J. Maddon

Printed Name: Paul J. Maddon

Title: Chief Executive Officer

## Assignment

*In consideration of One Dollar (\$1.00). and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned,*

Graham P. Allaway, Virginia M. Litwin, Paul J. Maddon, and William C. Olson, residing at 1778 Horton Road, Mohegan Lake, New York 10547, U.S.A., 5881 Buttonvale Road, Fayetteville, New York 13066, U.S.A., 64 Ridgeview Terrace, Elmsford, New York 10523, U.S.A., and 21 Fawn Court, Ossining, New York, 10562, U.S.A. respectively

*Hereby sell, assign and transfer to Progenics Pharmaceuticals, Inc.*

*a corporation of the State of*

Delaware *having a place of business at 777 Old Saw Mill River Road*  
Tarrytown *in the County of Westchester and State of New York, 10591, U.S.A*  
*its successors, assigns and legal representatives, the entire right, title and interest for all*  
*countries, in and to any and all inventions which are disclosed and claimed, and any and all*  
*inventions which are disclosed but not claimed, in the application for United States Patent,*  
*which has been executed by the undersigned on* Graham Allaway-5/8/97; Virginia Litwin-5/10/97;  
*Paul Maddon-5/8/97; and is entitled*  
*William Olson-5/8/97.*

A METHOD FOR PREVENTING HIV-1 INFECTION OF CD4+ CELLS

(U.S. Serial No. 08/831,823 , filed April 2, 1997 claiming priority of  
U.S. Provisional Application Nos. 60/019,715, filed June 14, 1996 and  
60/014,532, filed April 2, 1996)

*and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all*  
*other applications for U.S. Letters Patent or other related property rights in any and all*  
*foreign countries which have been or shall be filed on any of said inventions disclosed in said*  
*application; and in and to all original and reissued patents or related foreign documents which*  
*have been or shall be issued on said inventions;*

*Authorize and request the Commissioner of Patents of the United States to issue to said*  
*Assignee, the corporation above named, their successors, assigns and legal representatives, in*  
*accordance with this assignment, any and all United States Letters Patent on said inventions*  
*or any of them disclosed in said application;*

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Filed: June 25, 2001  
Exhibit 1

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 5/8 1997 Graham P. Allaway [L.S.]

Witness: Donna Morrissey  
Donna Morrissey  
40 Martha Place  
Chappaqua, NY 10514

Date: \_\_\_\_\_ 1997 Virginia M. Litwin [L.S.]

Witness: \_\_\_\_\_  
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\_\_\_\_\_  
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Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: \_\_\_\_\_ 1997 \_\_\_\_\_ [L.S.]  
Graham P. Allaway

Witness: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Date: MAY 10 1997

Witness: Richard J. Grogan

Richard J. Grogan

5881 Buttonvale Rd

Fayetteville, NY 13066

Virginia M. Litwin [L.S.]  
Virginia M. Litwin

Paul J. Maddon [L.S.]  
Paul J. Maddon

Date: 5/8 19 97

Witness: Robert A. McKinney  
Robert A. McKinney  
130-16 Deer Hill Ave  
Danbury, CT 06810

Date: 5/8 19 97

Witness: Lu Zhao  
Lu Zhao  
177 White Plains Rd., Apt 24W  
Tarrytown, NY 10591

William C. Olson [L.S.]  
William C. Olson

Date: \_\_\_\_\_ 19

Witness: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_[L.S.]